

1909-011 Chancery Causes: William L. Allen & wife vs. William A. Robbins
Lee Co.

CA. Contract Dispute
T. Property

To the Hon. H. A. W. Skeen, Judge of the Circuit Court
for Lee County, Virginia.

Humbly complaining, your orator, Wm L. Allen, and your
oratrix, Almira Allen, his wife, would respectfully represent
and show unto the court that on the 25th day of March, 1905,
your orator was the owner in fee of a certain tract or parcel
of land lying and being in said county about two miles east
of Jonesville, and containing fifty acres more or less, it being
being the same tract or parcel of land on which your said orator
and oratrix then resided, and being so seized and possessed
of the said tract or parcel of land, and your orator and oratrix
being advanced in years, on the date aforesaid conveyed by deed
to their grand-son, Wm. A. Robbins, the said tract or parcel
of land together with the appurtenances thereunto belonging,
for the consideration and upon the conditions that the said
Wm. A. Robbins should decently support and maintain your orator
and oratrix, his wife, or the survivor of them, during their
natural lives on the premises and at the place where they
then resided, and in such manner as would be suitable to
their age and condition in life, giving to each a decent
and comfortable support and maintainance on said land, and the
said deed further provided that the said Wm. A. Robbins should
reside with and take care of and provide for them in the manner
above specified during their natural lives; and with the
further provision and upon the conditions that should the said
Wm. A. Robbins fail to provide for and support and maintain
them in the manner above specified then, and in that event
the said tract or parcel of land should revert to and become
the property of the said grantor as though the said deed had never
been made. The intention of the parties being as set forth
in said deed to make the support and maintainance of the
said grantors not only a charge upon the said land, but

in case of a failure upon the part of the grantee to so support and maintain them, then the title of the said land should become forfeited and reinvested in the grantors. A copy of said deed is herewith filed as part hereof ~~marked~~ Exhibit A, and from an inspection of the said copy the description of the said tract or parcel of land will be fully seen together with the considerations and conditions upon the said conveyance was made.

Your orator will further represent and show unto your honor that soon after the making of the said deed the said Wm. A. Robbins moved into the dwelling house on said land in which they ^{then} resided, and has ever since resided in said house with your orator and oratrix, but the said Wm. A. Robbins has failed and refused and still doth fail and refuse to comply with the conditions and stipulations of the said deed and contract upon his part, although your orator and oratrix have fully complied with their requirements of the said deed upon their part. The said Wm. A. Robbins has not only used, enjoyed and occupied the said dwelling house and other appurtenances and improvements on said land, and used, cultivated and enjoyed the ~~proceeds~~ the said tract of land, receiving the proceeds thereof, but he has failed and refused to furnish to your orator and oratrix the support and maintainance that he undertook to furnish under said deed, and ^{he} has failed and refused to pay the taxes on said land, ^{which he should have paid,} which have been paid by your orator, and your orator has been forced to cloth and otherwise support and maintain himself and his said wife out of other means that he possessed.

The object of this bill is, to set aside vacate and annul the said deed, and ^{to have} the title to the ^{said land} ~~said~~ declared

forfeited by the said Robins, and the same reinvested
in your orator and oratrix according to their interests
as husband and wife, and the cloud upon the title of the
said land caused by the said deed removed, and your orator
and oratrix quieted in the possession thereof. And that an
account of the rents and profits be taken, and that said
Robbins be held to account to your orator and oratrix
for the reasonable rents [&] profits of the said land from the
time that he had used and enjoyed the same.

To this end your orator and oratrix makes the said Wm.
A. Robbins the party defendant to this bill and asks that
he be required to answer the same, but not under oath, answer
under oath being waived, and that upon a hearing the relief
above sought be granted your complainants together with all
such other further and general relief as to equity may seem
and oratrix
just and right. And your orator will ever pray &c.

Chas. & Noel. Jr. & Co.

Wm L. Allen & wife
vs. Bill in Chancery
Wm A. Robbins

Filed June 25, 1909

H. C. D. Ewing

Clark.

1909 1st July Rules

Spa. executed &
dismissed by plaintiff
iff without pre-
judice to rein-
state the same
hereafter.

France Miles D. S. 5000

Paid by Orr.

Oct 28th 1909.

Costs:

Off. \$2.01

Sh. 50

att. 15.00

\$17.51

To the Honorable H.A.W. Skeen, Judge of the Circuit Court of Lee County, Virginia:

The answer of William A. Robbins to a bill in Chancery exhibited against him in your Honor's Court by Wm. L. Allen and Almira Allen.

Respondent reserving to himself the benefit of all just exceptions to said bill, for answer thereto, answering says:

That it is true that on and prior to the 25th day of March, 1905, the said Wm. L. Allen was the owner in fee simple of a tract of land containing about 50 acres, upon which he resided, which tract of land is situate about two miles east of Jonesville, Lee County, Virginia; and it is further true that the said complainants did on the said 25th day of March 1905, execute a deed conveying said tract of land to your respondent, on condition and in consideration that he would support and maintain the said Wm. L. and Almira Allen, or the survivor of them during their natural life; and it is further true that after said complainants made said conveyance of said tract of land to your respondent, he took possession of the same and began to use and cultivate the same as he had a right to do under the said deed, and he did move into the dwelling house on the land in which said complainants lived, as is provided in said deed that he should do, and has resided there ever since.

Respondent denies that he has failed or refused to comply with the conditions and stipulations of said deed upon his part, denies that he has failed or refused to furnish to complainants the support and maintenance that he undertook to furnish under said deed, but on the contrary respondent says that he has at all times fully complied with the provisions and stipulations of said deed according to to the letter and the true intent and meaning thereof.

Respondent will now show your Honor that at the time of the execution of said deed he was a young man only twenty-one years of age, that some two years prior to this the said Wm. L. Allen, who is his grand-father asked him to come down to this place to which he was then moving from the Crab Orchard, and live with him and take care

of him and his said wife during their declining years, and offered your respondent if he would come to convey him this tract of land and the personal property on the same, and fix it so that respondent could always hold the same. Respondent at that time had been working at Stonega, Va., where he received \$1.50 per day, and was offered \$1.85 per day wages to return there to work, and he intended accepting this place, but the said Complainant, the said Wm.L. Allen kept begging him to come and live with him, claiming that he was old, infirm and unable to cultivate his farm or look after work on the same, and that he needed a young man to look after things and take care of him and his said wife, and finally your respondent agreed to give up his work where he was receiving large wages and accept the proposition of his grand parents, more on account of the love and regard he had for them, than on account of any money or property consideration which they had to offer. After he had been with them some two years on the said 50 acre tract of land, during all of which time, ^{except about one month and a half} he had worked for his said grand parents, the said complainants, on said farm, cultivating the same and taking care of his said grand parents, all of which work, care and attention he did for them without ever receiving any compensation other than the promise that they would so fix matters that he should have all this tract of land and all their personal property, the said complainant, pursuant to said promise, as your respondent supposes, made, acknowledged and delivered the said deed conveying the said tract of land to him. Your respondent after the execution of said deed continued to live in the house with the said Complainants, and about one year after the making of said deed, respondent married and he and his wife have since lived in the dwelling with said complainants.

Respondent will now show your Honor that since the making of said deed to him, he has resided with said Complainants as provided in said deed, that he has furnished to the said Wm.L. and Almira Allen at their said place of residence a good and comfortable sup-

suitable to their age and condition in life
port and maintenance, having ~~to~~ furnished to them just such support as your respondent and his wife had for themselves, all of them living in the same house together, and eating at the same table, and sharing everything alike. The farm as will be seen is a very small one, the land is thin, lying in what is known as the brush country, and at the very best your respondent could do, he was not able to make more than what was absolutely necessary for the support of your respondent and the said Complainants. Since said deed was made respondent has given his whole time and attention to the proper and careful farming of said tract of land, endeavoring to improve the same and at the same time to make a living for himself and the said complainants. He has spent considerable money which he had of his own in making repairs on the house on said place, in repairing fences, and building new fences, in clearing land, and buying ^{from 12 to 15 acres of} grass seed *and by buying this and setting out an orchard of 60 trees, and has planted a gum being* to sow on the same, by reason of which work, and expenditures, the said tract of land has been greatly enhanced in value, and ⁱⁿ in far better condition to produce crops, and make a support for your ~~complainants~~ ^{respondent} and the said Complainants, and in this connection your respondent will state that the said complainants knew at the time that he ^{respondent} did not have means to support them outside of the proceeds of said farm, and it was the intention and expectation that your respondent was to cultivate and use said farm and support them out of the proceeds of the same.

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Respondent says that he has at all times been ready and willing to comply with the said deed on his part, that he has furnished the said complainants with a good and comfortable place to live on said land, that he has supplied them with abundant and proper food to eat, and such clothing as ^{they} required or requested ^{of} him to get. Your respondent will say that the said W.L. Allen had considerable money of his own, which he used according to his own wish and desire, and during the time respondent has been with him, the said Allen has purchased for himself out of his own means a few small articles of wearing apparel, all of which would amount in value to less

than \$10.00, and which your respondent would willing^{ly} have provided for him had he known that said Allen either needed or desired the same. Your respondent has had a talk with the said Almira Allen, his said grand-mother, since the institution of this suit, and she informed him that the said W.L. Allen had had the suit instituted without her knowledge and consent and that she was perfectly satisfied with the manner in which your respondent had complied with the provisions of said deed.

Your respondent would further show your honor that he has gone even further than the requirements of said deed by allowing the said Allen to keep on the place a horse, which respondent fed, and which said Allen has been hiring out for his own benefit, and has also keeping and feeding for said Allen, ~~cattle~~ from two to four head of cattle, three of which said Allen has sold for his own benefit.

Respondent here again reiterating and avering that he has at all times been ready, able and willing to comply upon his part with all the terms and conditions required to performed by him by said deed both in letter and in spirit, and here asserting and declaring that he has at all times, complied with the same, and that he is willing to go on and fully comply with the terms and obligations of said deed; yet he is compelled to say that the bargain is one much more favorable to the complainants than to himself, and if complainants insist upon a rescission of said deed, he is advised they must do equity and compensate him for the vast amount of labor and money which he has expended for them and on said tract of land by the way of permanent improvements, repairs &c. And respondent avers that he has devoted more than five years of his life to the care, support and maintainance of his grand parents and in work done for them at their special instance and request and upon the direct undertaking upon their part, and as a compensation therefor, they would give and convey to him said tract of land and all the personal property thereon, and he avers that said work and

labor so done and performed by him is and has been worth, at the least \$150.00 per year, and that he has spent on said land of his own money otherwise earned, at the least, from \$150.00 to \$250.00, and in the event said conveyance is rescinded, he prays that these sums be allowed to him, and declared to be a lien upon said lands, and that if necessary said land be sold to satisfy the same.

And now having fully answered, respondent prays to be hence dismissed with his costs.

Duncan & Cridline p. d.

W. A. Robbins

ads. { answer.

W. L. Allen et al

Filed July 19,
1909.

J. A. G. Hyatt
Deputy Clerk

Mr L Allen & wife
against
Mr A Robbins

1st July Rules 1909.

Dismissed by Plaintiff without prejudice to
reinstate the same hereafter.

} In chancery.

7/16/09

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon William A. Robbins

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be held for the said court, on
the 1st Monday in July, 1909, to answer a bill in chancery exhibited against him
in our said Court by William L. Allen
and Almira Allen

And have then there this writ. Witness, H. C. T. EWING, Clerk of our said Court, at the court-house, the 26th
day of May, 1909, and 133rd year of the Commonwealth.

A Copy, Teste:

H. C. T. Ewing, Clerk

_____, Clerk

William L. Allen et al

VS

SUBPENA
IN
CHANCERY

William A. Robbins

Orr & Noel, p. q.

To

1st July
Lee Circuit
1909

Rules

Court

Executed by
delivering a true
Copy of the within
to W. A. Robbins
This May 31st 1909.
Francis Miles
Deputy Sheriff